THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PIPE FITTERS' RETIREMENT FUND, LOCAL 597; PIPE FITTERS' WELFARE FUND, LOCAL 597; PIPE FITTERS' TRAINING FUND, LOCAL 597; CHICAGO AREA MECHANICAL CONTRACTING INDUSTRY IMPROVEMENT TRUST; THE PIPE FITTERS' ASSOCIATION, LOCAL 597 U.A.; PIPE FITTERS' INDIVIDUAL ACCOUNT and 401(K) PLAN; and PIPE FITTING COUNCIL OF GREATER CHICAGO,	)	CIVIL ACTION NO.: 16-cv- JUDGE: MAGISTRATE JUDGE:
Plaintiffs,	)	
vs.	)	
ORCHARD MECHANICAL LLC, an Illinois limited liability company,	)	
Defendant.	)	

COMPLAINT

Now come Plaintiffs, the PIPE FITTERS' RETIREMENT FUND, LOCAL 597, *et al.*, by and through their attorneys, JOHNSON & KROL LLC, complaining of the Defendant, ORCHARD MECHANICAL LLC ("ORCHARD MECHANICAL"), for breach of the Area Agreement and allege as follows:

JURISDICTION AND VENUE

1. This action arises under Sections 502 and 515 of the Employee Retirement Income Security Act (hereinafter referred to as "ERISA") and Section 301 of the Labor-Management Relations Act. 29 U.S.C. §§ 185, 1132 and 1145. The Court has jurisdiction over the subject matter of this action pursuant to 29 U.S.C. §§ 1132(e)(1) and 185(a) and 28 U.S.C. § 1331.

2. Venue is proper in this Court pursuant to 29 U.S.C. § 1132(e)(2) in that the Pipe Fitters'

Retirement Fund, Local 597; the Pipe Fitters' Welfare Fund, Local 597; the Pipe Fitters' Individual Account and 401(k) Plan; and the Pipe Fitters' Training Fund, Local 597 (collectively "TRUST FUNDS"), are administered at 45 North Ogden Avenue, Chicago, Illinois and pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in the Northern District of Illinois, Eastern Division.

PARTIES

3. The TRUST FUNDS receive contributions from numerous employers pursuant to collective bargaining agreements between the employers and the PIPE FITTERS ASSOCIATION, LOCAL UNION 597, U.A., ("UNION"), and therefore are multi-employer plans under 29 U.S.C. § 1002.

4. The CHICAGO AREA MECHANICAL CONTRACTORS INDUSTRY IMPROVEMENT TRUST ("INDUSTRY FUND") is an industry improvement fund administered in Burr Ridge, Illinois.

5. The PIPE FITTING COUNCIL OF GREATER CHICAGO ("PFCGC") is a labor management cooperation committee that is administered in Chicago, Illinois.

6. The UNION is the bargaining representative of Defendant ORCHARD MECHANICAL's bargaining unit employees.

7. The Defendant ORCHARD MECHANICAL is an Illinois limited liability company with its principal place of business located in Montgomery, Illinois.

COUNT I
BREACH OF CONTRACT

8. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-7 of this Complaint with the same force and effect as if fully set forth herein.

9. ORCHARD MECHANICAL is an employer engaged in an industry affecting commerce which entered into a Subscription Agreement whereby it agreed to be bound by the provisions of the Area Agreement negotiated between the UNION and the Mechanical Contractors Association for all times relevant to this action. (A copy of the Area Agreement is attached as Exhibit 1). (A copy of the Subscription Agreement is attached as Exhibit 2).

10. Through the agreements referred to in Paragraph 9, the Defendant ORCHARD MECHANICAL also became bound by the provisions of the Agreements and Declarations of Trust which created the TRUST FUNDS (hereinafter referred to as the "Trust Agreements").

11. Pursuant to the provisions of the Area Agreement and the Trust Agreements, ORCHARD MECHANICAL is required to make monthly reports of hours worked by Covered Employees and pay contributions to the TRUST FUNDS, the INDUSTRY FUND and the PFCGC for each hour worked pursuant to the Area Agreement at the negotiated rate. The monthly reports and contributions during all times relevant were due on or before the 15th day of the calendar month following the calendar month during which the work was performed.

12. Pursuant to Section 502(g)(2) of ERISA, and the provisions of the Area Agreement and Trust Agreements, employers who fail to submit their monthly Contribution Reports and contributions to the TRUST FUNDS on a timely basis are responsible for the payment of liquidated damages equal to 10% of the amount unpaid and interest at the rate of 1% per month for each month that contributions remain unpaid, plus any reasonable attorney's fees and costs of maintaining suit.

13. Pursuant to the provisions of the Area Agreement and Trust Agreements, employers who fail to submit their monthly Contribution Reports and contributions to the INDUSTRY FUND and the PFCGC on a timely basis are responsible for the payment of liquidated damages equal to 10% of the amount unpaid and interest at the rate of 1% per month for each month that contributions remain unpaid, plus any reasonable attorney's fees and costs of maintaining suit.

14. Pursuant to the Area Agreement, ORCHARD MECHANICAL is required to deduct union dues from its employee's paychecks and remit payment of those dues to the UNION.

15. ORCHARD MECHANICAL failed to pay contributions and union dues for the period of July 2016 through September 2016 in the aggregate amount of $65,342.42.

16. As a result of ORCHARD MECHANICAL's failure to pay contributions in a timely manner for the period of June 2016 through September 2016, liquidated damages have been assessed in the aggregate amount of $9,796.30.

17. As a result of ORCHARD MECHANICAL's failure to pay contributions in a timely manner for the months of July 2016 and August 2016, interest has accrued in the amount of $222.11.

18. ORCHARD MECHANICAL has a continuing obligation to report hours and contribute to the TRUST FUNDS, INDUSTRY FUND, and the PFCGC and to pay union dues to the UNION. Therefore, additional amounts may be owed by ORCHARD MECHANICAL which the Plaintiffs also seek to include in damages for any judgment.

19. Plaintiffs have been required to employ the undersigned attorneys to collect the monies that are due and owing from ORCHARD MECHANICAL.

20. Plaintiffs have complied with all conditions precedent in bringing this suit.

21. ORCHARD MECHANICAL is obligated to pay the reasonable attorney's fees and court costs incurred by the Plaintiffs pursuant to the Area Agreement, Trust Agreements and 29 U.S.C. § 1132(g)(2)(D).

WHEREFORE, Plaintiffs respectfully request:

A. That Judgment be entered in favor of Plaintiffs and against Defendant ORCHARD MECHANICAL in the aggregate amount of $65,342.42 for unpaid contributions for the months of July 2016 through September 2016;

B. That Judgment be entered in favor of Plaintiffs and against Defendant ORCHARD MECHANICAL in the amount of $9,796.30 for unpaid liquidated damages for the period of June 2016 through September 2016;

C. That Judgment be entered in favor of Plaintiffs and against Defendant ORCHARD MECHANICAL in the amount of $222.11 for unpaid interest charges for the months of July 2016 and August 2016;

D. That Judgment be entered in favor of Plaintiffs and against Defendant ORCHARD MECHANICAL for all unpaid contributions, union dues, elective deferrals, liquidated damages and interest that are found to be due and owing in addition to the amounts referenced in paragraphs A through C above;

E. That Defendant ORCHARD MECHANICAL be ordered to pay the reasonable attorney's fees and costs incurred by the Plaintiffs pursuant to the Area Agreement, Trust Agreements and 29 U.S.C. §1132(g)(2)(D); and

F. That Plaintiffs have such other and further relief as the Court may deem just and equitable all at the Defendant ORCHARD MECHANICAL's cost, pursuant to 29

U.S.C. §1132(g)(2)(E).

Respectfully Submitted,

PIPE FITTERS RETIREMENT FUND, LOCAL 597, *et al.*

By: /s/ Nicollette L. Khuans - 6320914
One of Plaintiffs' Attorneys

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